



The Okanagan Mainline Real Estate Board

REGULATIONS and Rules

(Revised April 2020)

#112 – 140 Commercial Drive, Kelowna BC, V1X 7X6
TEL: 250- 491-4560 FAX: 250-491-4580 EMAIL: admin@omreb.com

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SECTION 1 – PROCEDURES TO DEAL WITH COMPLAINTS AND HEARINGS

... Section 1 was repealed by the Board of Directors on October 24, 2018. Its content is now housed in OMREB's Bylaws and in the Professional Conduct Committee Rules.

SECTION 2 – SETTLEMENT OF COMMISSION DISPUTES

2.1 GENERAL

- a) The Office of an Active Member of the Board, having a dispute involving a commission with another Office of an Active Member of the Board shall first attempt to resolve it by direct negotiation. In the event that such negotiation shall fail, then the claimant shall submit such dispute to Mediation and shall not resort to suit at law, except as hereinafter provided. Every Mediation/Arbitration shall be in accordance with the provisions of this section and must be conducted with the full knowledge and consent of the employing Representative. Failure by an Active Member to comply with these procedures shall be an infraction of the Bylaws of the Board.
- b) Prior to each Annual Meeting of the Board, the Board of Directors shall select and appoint, with the assistance of each Division Executive, an Active Member of the Board to act as Mediator for each Division area.
- c) A claim to be considered must be filed no later than forty-five days after the disbursement of the funds in the relevant transaction. The Mediation/Arbitration proceedings of the Board may not be used to settle commission disputes between members arising out of transactions where the division of the listing and/or selling commission is not clearly defined and, in such cases, must, if not settled by negotiation, be resolved by resort to suit at law.
- d) Each claim to be considered must be submitted in writing, signed by the Claimant, filed with the Executive Director of the Board, and accompanied by a deposit of \$250.00. No claim shall be dealt with until the foregoing is fulfilled.
- e) The written notice of a claim shall identify the real estate transaction from which the claim for commission arises, the amount claimed by the member, and the member or members who, to the knowledge of the member making the claim, have an interest in the disputed commission. In addition, the written notice shall contain a brief statement of the facts surrounding the claim. The member shall attach to the notice such documents, records and other written material as are in their possession or available to the member at the time the notice is sent, and upon which the member intends to rely in support of the member's claim.
- f) The Mediation/Arbitration procedure is to commence as soon as a claim is received.
- g) Upon receipt of a written claim and deposit, the Executive Director shall forward a copy to the respondent, who shall file a signed response in writing within fifteen (15) days. The member receiving such notice shall reply in writing to the Executive Director, with a brief written statement outlining the facts supporting the right of the member to the disputed commission. The member shall attach to the reply such documents, records and other written material as they are in possession of or available to the member at the time the reply is sent and upon which the member intends to rely.
- h)
 - I. The Claimant's written claim and the Respondent's written response shall contain a brief, concise, true statement of the dispute and they shall be submitted as if they were being given under oath during the course of a Hearing.

(Revised 11/21/02)
 - II. The parties to the dispute shall agree to give every assistance to the Mediator appointed to settle such dispute prior to proceeding to Arbitration.

- III. Should the dispute not be settled by Mediation and proceed to Arbitration, the Claimant and Respondent shall agree to abide by the Arbitrator(s) decision which shall be binding and final in accordance with Section 21 of the Board's Bylaws.

2.2 MEDIATION

- a) The Executive Director shall, upon receipt of the Claim and the Response to the Dispute, forward copies to the appointed Mediator. The Mediator shall contact the parties involved in the dispute and may contact customer(s), client(s), or member(s) of the public in an attempt to settle the dispute and secure a written agreement on the disposition of the disputed monies. If a settlement of the dispute is reached by Mediation, the terms shall be recorded in writing by the Mediator, confirmed by the Claimant and the Respondent, and forwarded to the Executive Director. The agreed settlement shall be effected without delay by the party holding the disputed funds. The deposit of \$250.00 shall be refunded to the Claimant. If no settlement is reached within twenty-one (21) days of the Mediator receiving such notice of dispute, then such dispute shall proceed to Arbitration and the Mediator shall so notify the Executive Director of the Board in writing. The Mediation period may be extended with the consent of both parties where circumstances so require.
- b) If either party is dissatisfied with the recommendation of the Mediator, that party may request an Arbitration Hearing by notice in writing mailed or delivered to the Executive Director no later than ten (10) working days following the date of receipt of the recommendation of the Mediator

2.3 ARBITRATION

- a) One Arbitrator shall be appointed from the Active membership of the Board by each party, and the two Arbitrators shall appoint a third Arbitrator who shall be Chairman of the Arbitration; PROVIDED always that the parties may agree to submit their dispute to a single Arbitrator. All three Arbitrators shall act as impartial jurors and shall not represent either party. No person shall serve as an Arbitrator if he has any personal or financial interest in the dispute or arising out of the claim or if he is related to or associated with any party involved in the dispute. If a party to the dispute fails to appoint an Arbitrator within seven days from the expiration of the Mediation period, then the Mediator may make the appointment for the party who neglected to do so, but may not act as an Arbitrator if he has mediated the Dispute. All Arbitration shall commence within forty days of the receipt of the original claim by the Executive Director and shall proceed without unnecessary delay.
- b)
- I. At least 3 business days (i.e. excluding Saturdays, Sundays, and holidays) prior to the date of the commencement of the Hearing of an Arbitration, the disputed portion of the commission by way of a certified cheque or an irrevocable and assignable Bank Letter of Credit in the equivalent amount of such portion shall be delivered to the Board by the Member who holds, or has received same and such portion shall be held in Trust by the Board pending and pursuant to the disposition of the Arbitration.

(Revised 11/21/02)
 - II. Any disputed portion of the commission subsequently received by a Member of the Board shall be delivered to the Board within twenty-four hours of receipt thereof by such member and same shall be held by the Board as above.
- c) If a Member of the Board fails to comply with Sub-sections 2.1(e), 2.1(f), 2.2, 2.3(a), 2.3(b), of these Rules, the Arbitrator or Arbitrators, as the case may be, may issue his, her, or their award against the Member who has failed to comply with any such Sub-sections.
- d) All evidence submitted during the Hearing shall be given under oath or affirmation. Each party to the dispute shall be entitled to appear before the Arbitration in person, or may be represented by another Active Member of the Board; to make a statement or produce witnesses or other evidence in support of his claim or defense; and the other party to the dispute shall be entitled to be present during such presentation.

- e) If either party to the dispute neglects or refuses to enter any statement or evidence required by the Arbitrators, the Arbitration shall proceed without same and the Arbitrators may make such award as they deem appropriate.
- f) The Arbitrators shall be at liberty to judge on the evidence submitted and the merits or defects of the claim according to the Code of Ethics and Standards of Business Practice.
- g) The award of the Arbitrators shall be made within ten (10) days of the completion of the Hearing of the Arbitration, signed by all the Arbitrators, and given to the Executive Director who shall deliver one copy to each of the parties to the dispute and to the Arbitration Mediator. The decision of a majority of the Arbitrators shall be binding upon all parties to the Arbitration.
- h) Arbitrators' fees and expenses of any Arbitration shall be paid by one or both of the parties to a dispute, if and as may be decided by the Arbitrators, who shall include such decisions in their award. Any Arbitrators' fees awarded shall not be more than those provided for in the Commercial Arbitration Act of British Columbia or Schedules thereto.
- i) The Executive Director shall disburse the disputed funds (less any fees or expenses) in accordance with the award, within ten (10) days. Any fees or expenses payable by a party, and not totally covered by any money awarded to that party, shall be payable to the Board within thirty days.
- j) Each member of the Board hereby waives every claim against any Arbitration Mediator and/or any Arbitrator arising out of any Mediation or Arbitration.
- k) If, in the course of any Arbitration, it is discovered that any Member or any employee of a Member has violated the Bylaws or Regulations of the Board, the Arbitrators shall report the matter to the Executive Director for action by the Director of Membership & Professional Standards of the Board, or by the Directors.

(Revised 11/21/02)

- l) Any commission dispute between a Member of the Board and another Licensee who is not a Member of the Board, may be submitted to Arbitration in accordance with the provisions hereof by mutual agreement, in writing, signed by the Member and the other licensee. Alternatively, if the non-member is a member of any other member Board of the British Columbia Real Estate Association, a member of the Okanagan Mainline Real Estate Board may request that the Executive Director forward their claim requesting Arbitration to be conducted under the provisions of the BCREA Inter-Board Arbitration Agreement.
- m) If any aspect of Arbitration is not herein provided, then the Commercial Arbitration Act of British Columbia shall apply.

(Revised 11/21/02)

SECTION 3 – MEMBERSHIP/ FEES, DUES, LEVIES & EXEMPTIONS

(Last revision April 20, 2020)

3.1 BOARD ANNUAL DUES

The Okanagan Mainline Real Estate Board is an incorporated non-profit Society duly registered under the requirements of the Society Act of British Columbia. It was incorporated on September 25th, 1959. In order to maintain membership in the Society it is a requirement of all members that they pay annual dues. Membership in the Okanagan Mainline Real Estate Board also provides membership in the Canadian Real Estate Association for which annual dues are also payable. The Board is a member of the British Columbia Real Estate Association and the dues for that membership are charged on a per-member basis and are therefore payable annually.

- (a) Annual Dues shall commence from the 1st day of January in each year and shall be payable annually, in advance.
- (b) Annual Dues of the Board shall include dues required to maintain membership in the Canadian Real Estate Association and the British Columbia Real Estate Association and dues required to maintain membership in any Division of the Board.
- (c) The annual dues payable to the Board by each Active Member shall be the sum indicated on the attached Schedule and the dues referred to in paragraph (b) hereof, per year.
- (d) The Annual Dues payable to each of CREA and BCREA shall be such as are fixed from time-to-time by CREA and BCREA respectively.

3.2 JOINING FEES

Joining Fees for Active Members in the amount shown on the attached Schedule shall be submitted in advance along with the application for membership.

Fees tendered by unsuccessful applicants shall be returned, in full, to such applicants within thirty days of the date of rejection of the application.

In the event that no application has been received at the Board offices within thirty days from the date a licensee is attached to an Active Brokerage Member, service fees will begin and be the responsibility of the Member Brokerage until such time that the application has been received by the Society.

(Revised 06/22/12)

3.3 REJOINING FEES

Following an absence of up to six months for which monthly service-fees are not paid on behalf of the Member, a Rejoining Fee shall be submitted together with an application to rejoin. The rejoining fee shall be equal to the sum of the monthly service fees and other association dues (plus applicable taxes) payable during the period of absence. If the absence from membership has exceeded six (6) months, the applicant must submit a new application for membership accompanied by the Joining Fee as set out in the current Fee Schedule as set by the Directors.

(Revised 04/20/20)

3.4 COMPASSIONATE EXEMPTION

Under certain extenuating circumstances members may be granted special compassionate exemption from the payment of applicable Monthly Service Fees. If the Managing Broker and the Member Services Department, reviews and recommends the application for exemption for that member, a reduced monthly fee for a specific period of time of not less than three(3) months, with the allowance of two(2) extension requests, for a maximum of nine (9) months at which time the member will either be reinstated to full membership or their license surrendered. During the period of exemption the member will receive Search Only access to the Multiple Listing Services® and all other privileges, member related advertising, signage, correspondence, etc. shall be suspended. Upon proof that the exempted member has been acting as a real estate licensee, all exempt fees shall become due and payable.

(Revised 04/20/20)

3.5 OFFICE START-UP

Prior to the commencement of Multiple Listing Service® to any new firm, organization, partnership, corporation, or proprietorship, office or any branch thereof, a start-up fee shall be paid to the Board to cover the cost of services, materials and supplies to be provided to such new office or branch. The current fee payable is indicated on the attached Schedule.

3.6 DATA SERVICE CONTRACTS

- a) The Bylaws of the Board empower the Organization to enter into Data Service Contracts with those individuals, firms, or agencies whose activities parallel, enhance, or provide services to the Real Estate Industry. Such individuals, firms, or agencies as government agencies, chartered banks, credit unions, trust companies, loan or mortgage companies, or any individual holding an accreditation relevant to the profession of real estate, such as FRI, R.I.(B.C.), AACI, CPM, CRA, or any other designation recognized by the Canadian Real Estate Association from time to time shall be eligible.
- b) In order to obtain access to Board information it will be necessary for a Contract for said services between the Board and the Contractor. A signed Data Service Contract, accompanied by all necessary fees together with proof of eligibility, must be submitted to the Board.

The Organization may:

- I. accept or reject the application;
 - II. request further information or investigation of the application; or
 - III. upon receipt of further information or the results of the investigation, accept or reject the application. Accepted Data Service Contracts shall be executed on behalf of the Board in accordance with Section 2.8 of the Board's Bylaws.
- c) The fee payable in order to initiate a Contract shall be in accordance with the attached Schedule. Monthly fees for the principle user and any additional users at the same address shall be in accordance with the attached Schedule.
 - d) Evidence of any breach of the terms of the Data Service Contract shall be presented to the Directors at their next regular meeting and they may cause the Contract to be terminated.

(Revised 04/20/20)

3.7 COLLECTION AND REMITTANCE

It shall be the responsibility of the Licensee who is a member of the Board to remit directly to the Board fees, dues, levies and other payments due under these Regulations or the Constitution and Bylaws of the Board.

3.8 BILLING AND COLLECTION PROCEDURES

- a) The Board Office will post invoices by the fifth (5) business day of the month. The invoice will include Fees-For-Service for the current month and any miscellaneous charge for the previous month. Invoices shall be prepared on an individual member basis and copies may be consolidated by the Board and delivered to a Representative/Managing Broker for all members whose license is subrogated to the Representative/Managing Broker.

(Revised 04/20/20)

- b) If a member fails to inform the Board of any extenuating circumstances as to why they can't clear their account by noon of the last working day of the month: 1) the member's MLS® Services including SentiCard® access will be suspended; 2) a \$25.00 late payment fee will be added to the following month's account and; 3) in the case of a second or subsequent late payment offence within a 12 month period, an additional penalty of \$100 will be assessed to the member's account.

(Revised 04/20/20)

- c) Delinquent Invoices issued the following month will be copied to the Representative/Managing Broker. A notice to the Representative/Managing Broker will be sent advising that the account must be cleared by the Representative or the member on or before the next scheduled Board meeting to avoid suspension of the Representative/Managing Broker's MLS® Services as per OMREB Board Bylaws Section 2.17.

(Revised 04/20/20)

- d) Representative/Managing Brokers will receive notification immediately from the date a member ceases to be a member in good standing and will be informed of their re-instatement should their membership be restored to good standing by correcting the non-compliance within sixty (60) days.

(Revised 04/20/20)

- e) Service Fees will continue to apply to suspended members and Representative/Managing Brokers until such time as proof of the salesperson license surrender has been provided to the Board.

- f) Any cheque returned NSF will incur a \$45.00 service charge.

(Revised 04/20/20)

- g) A Representative member whose services have been terminated due to the suspension of a subscriber who is an Representative/Managing Broker, can have the member's services reinstated at a new office, provided that the member is not in default of the member's obligations under these Regulations, upon notice to the Board of the transfer of the member to the new office.

(Revised 10/18/01)

The Member Brokerage shall be responsible for ensuring the appropriate documentation has been submitted to the Board within ten (10) days of the cancellation of license of a member. Failure to comply will result in the submitting Member Brokerage being charged the re-joining fees as set out in Section 4 Schedule of Fees, Dues, Levies and Exempt Fees. Service Fees will continue to apply to the Licensee/Managing Broker until such time as proof of the Representative licence surrender has been provided to the Board.

(Revised 04/20/20)

SECTION – 4 SCHEDULE OF FEES, DUE, LEVIES AND EXEMPT FEES

(Last Revision Apr 20, 2020)

JOINING FEES:

NEW OR RETURNING BC or OUT OF PROVINCE REPRESENTATIVE (after 24 mos)

OMREB	\$ 1,200.00	\$ 60.00	\$ 1,260.00
BCREA	\$ 495.00	\$ 24.75	\$ 519.75
CREA	\$ 200.00	\$ 10.00	\$ 210.00
		<u>\$94.75</u>	<u>\$1,989.75</u>

RETURNING LICENSEE(after 6 mos. But less than 12 mos.) or Transfer from another Board within BC(less than 12 mos.):

OMREB	\$ 1,200.00	\$ 60.00	\$ 1,260.00
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JOINING BC LICENSEE (after 12mos. But less than 24 mos.) or OUT OF PROVINCE(less than 24 mos.):

OMREB	\$ 1,200.00	\$ 60.00	\$ 1,260.00
BCREA	\$ 495.00	\$ 24.75	\$ 519.75
		<u>\$84.75</u>	<u>\$1,779.75</u>

NEW or RETURNING or OUT OF PROVINCE PROPERTY/STRATA MANAGER(after 24mos.):

OMREB	\$ 195.00	\$ 9.75	\$ 204.75
BCREA	\$ 495.00	\$ 24.75	\$ 519.75
CREA	\$ 200.00	\$ 10.00	\$ 210.00
		<u>\$44.50</u>	<u>\$934.50</u>

RETURNING PROPERTY/STRATA MANAGER(after 6 mos.but less than 12 mos.) or transfer from another Board within BC(less than 12 mos.):

OMREB	4195.00	\$ 9.75	\$ 204.75
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JOINING PROPERTY/STRATA MANAGER(after 12mos.but less than 24 mos.) or OUT OF PROVINCE(less than 24 mos.):

OMREB	\$ 195.00	\$ 9.75	\$ 204.75
BCREA	\$ 495.00	\$ 24.75	\$ 519.75
		<u>\$34.50</u>	<u>\$724.50</u>

RETURNING REALTORS®(within 6mos.)

Pays the dues for each month away @ \$100.00 + monthly dues for BCREA (\$12.00), CREA (\$25.83), plus GST = \$144.73 plus any Board dues applicable and any outstanding fees from previous membership time.

RETURNING PROPERTY/STRATA MANAGER(within 6 mos.):

Pays the dues for each month away @ \$10.00 + monthly dues for BCREA (\$12.00) & CREA (\$25.83), plus GST = \$50.22 plus any Board dues applicable and any outstanding fees from previous membership time.

INITIAL JOINING FEES are due and payable up front

NEW MEMBER SCHEDULE OF FEES

	Fee	GST	Total
Office Start Up	\$ 300.00	\$ 15.00	\$ 315.00
OMREB New Member	\$ 1,200.00	\$ 60.00	\$ 1,260.00
BCREA Joining	\$ 495.00	\$ 24.75	\$ 519.75
CREA Joining	\$ 200.00	\$ 10.00	\$ *210.00
Property/Strata Manager	\$ 195.00	\$ 9.75	\$ 204.75
Data Service Office Start Up	\$ 200.00	\$ 10.00	\$ 210.00

ASSOCIATION Annual Dues:

	Fee	GST	Total
BCREA * Monthly	\$ 12.00	\$.60	\$ 12.60
CREA * Monthly	\$ 25.83	\$ 1.29	\$ 27.12

OMREB Annual Dues (billed on first invoice of the year)

All Zones	\$ 30.00	\$ 1.50	\$ 31.50
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ZONE Annual Dues (billed on first invoice of the year)

Central Okanagan Zone Annual Dues (To the end of October)	\$ 20.00	\$ 1.00	\$21.00
North Okanagan Zone Annual Dues (To end of October)	\$ 36.00	\$ 1.80	\$ 37.80
Shuswap Zone Annual Dues (To the end of October)	\$ 30.00	\$ 1.50	\$ 31.50
Commercial Zone Annual Dues (pro-rated July to December)	\$ 200.00	\$10.00	\$210.00
	\$ 100.00	\$ 5.00	\$105.00
(less the \$30.00 OMREB Annual Dues or \$ 15.00 pro-rated)			

OMREB MONTHLY SERVICE FEES **Invoices are due before Noon on the last business day of the month*

Monthly Service Fees	Fee	GST	Total
All REALTORS®	\$ 100.00	\$ 5.00	\$ 105.00
Property Managers	\$ 10.00	\$ 0.50	\$ 10.50
Data Contractors	\$ 200.00	\$10.00	\$ 210.00
Second Contractors	\$ 40.00	\$ 2.00	\$ 42.00
MATRIX® User Fee	\$ 21.00	\$ 1.05	\$ 22.05
Data Contractor MATRIX® User Fee	\$ 21.00	\$ 1.05	\$ 22.05
Data 2 nd Contractor MATRIX® User Fee	\$ 5.00	\$ 0.25	\$ 5.25
SentriLock Lease(GST & PST)	\$ 15.00	\$ 1.80	\$ 16.80
Set-Up New Admin/Unl.Assist	\$ 20.00	\$ 1.00	\$ 21.00
Monthly Admin/Unl.Assist	\$ 2.50	\$ 0.13	\$ 2.63

**** Total 2019 Monthly dues: \$183.57(includes Key) base amount**

**** Compassionate Leave Monthly dues: \$65.97**

ACCEPTED PAYMENT TYPES:

Visa; Mastercard; Cash; MoneyOrder/BankDraft; Personal Cheques or Debit Card

LATE PAYMENT FEE \$ 25.00 per month

Secondary & sequential late payment fee within 12 mos \$100.00 per month

ADVERTISING/INTERNET FEE

- Lots/Acreage \$12.50
- All Other Property Types \$20.00
- Condominium and Residential Sub-Division \$57.75 (first five units)
- Plus \$3.20 for each additional unit

(Revised 04/20/20)

SECTION 5 – THE REALTOR® DESIGN MARK

5.1 AGREEMENT WITH NATIONAL ASSOCIATION OF REALTORS® (NAR)

The Canadian Real Estate Association (CREA) has an agreement referred to as the “Trademark License and International Affiliation Agreement” with the National Association of REALTORS® (NAR) regarding the REALTORS® marks. As acknowledged in that agreement, the term “REALTOR®” refers to real estate professionals in Canada who are members of The Canadian Real Estate Association and, as such, subscribe to a high standard of professional service and to a strict Code of Ethics. Members in Canada are licensed by The Canadian Real Estate Association to use the REALTOR® marks in connection with or in reference to themselves and their real estate businesses.

(Revised 24/05/13)

5.2 MEMBERSHIP LIMITATION

Only individuals who are members of The Canadian Real Estate Association, by virtue of holding membership in a member Board or Association, are licensed to use one or more of the REALTOR® marks in connection with or in reference to themselves as individuals and for their real estate business, but not as part of their corporate name or business name.

5.3 TERMINATION OF PRIVILEGE

An individual’s license to use the REALTOR® marks terminates automatically in the event such individual ceases for any reason to be a member in good standing of a member Board, for failure to pay dues or any other reason, or in the event such individual ceases for any reason to be a member in good standing of The Canadian Real Estate Association.

SECTION 6 – MLS® COPYRIGHT AND REGISTRATION

6.1 MLS® Multiple Listing Service® CERTIFICATION MARK

The trademarks known as MLS®, Multiple Listing Service® and the MLS® design marks are Certification marks registered and owned by The Canadian Real Estate Association (CREA). These marks are protected throughout Canada for the exclusive use of members of CREA in connection with services defined as “listing to affect the purchase and sale of real estate”. The Certification Marks may only be used in association with listing services which are performed as part of a plural system arrangement and are performed by members in good standing of The Canadian Real Estate Association.

6.2 AUTHORIZED USE

CREA is responsible for maintaining the proper and authorized use of the Certification Marks and will take whatever action is necessary and deemed desirable to protect the marks from unauthorized use, and to restrict the use to the defined standards and terms of license.

Licensees are required to monitor and report promptly to CREA any improper or unauthorized use of the Certification Marks and shall provide such documentation or evidence as may be appropriate, relating to such improper or unauthorized use.

6.3 LEGAL ACTION TO DEFEND

Licensees may be required to co-operate with CREA legally or give evidence and testimony in any legal action that may be initiated or subsequently results from the improper or unauthorized use of the Certification Marks.

6.4 BOARD APPROVAL FOR USE

Local real estate boards and associations, who make application and otherwise meet the membership requirements of CREA, and are subsequently approved by the CREA Board of Directors, and General Assembly, shall be licensed to use the Certification Marks in connection with the operation, promotion and advertising of a listing service under MLS®. The Okanagan Mainline Real Estate Board is licensed by CREA to use the Certification Marks.

SECTION 7 - MLS® RULES AND PROCEDURES

(Replaced April 20, 2020)

SECTION A – DEFINITIONS

In these Rules of Cooperation:

“Agent” means a licensed member of the Board.

“Assessment” means assessments, listing or sale charges or other fees payable to the Board, as established from time to time by the Board;

“Board” means the Okanagan Mainline Real Estate Board;

“Cooperating Brokerage” means an individual agent, firm or corporation that is licensed as or with a brokerage under the *Real Estate Services Act* acting for a prospective buyer or, with a written consent of the seller, acting as a sub-agent of the Listing Brokerage;

“Internet Remarks” means the free form description of the property submitted by the Listing Brokerage, with the intended audience being the public on the Internet. Where separate Internet Remarks are not submitted by the Listing Brokerage, the Public Remarks automatically appear in the Internet description;

“Listing Brokerage” means an individual agent, firm or corporation that is licensed as or with a brokerage under the *Real Estate Services Act* authorized by the seller to list a property;

“Member” means a member of the Board;

“MLS®” means the Multiple Listing Service® System of the Board;

“Public Remarks” means the free form description of the property submitted by the Listing Brokerage, with the intended audience being Members and the public;

REALTOR® “Private remarks” means comments submitted by the Listing Brokerage representative with an intended audience of Members only;

Except where the context requires otherwise, any reference in these Rules of Cooperation to a seller shall include an owner, landlord, or lessor, any reference to a buyer shall include a tenant or lessee, any reference to a listing agreement shall include a listing of property for rent, any reference to an offer to purchase shall include an offer to rent or lease, any reference to a sale or Contract of Purchase and Sale shall include a rental or tenancy agreement or lease, and any reference to completion of a sale shall include commencement of a tenancy or lease.

SECTION B – COMPLIANCE

The By-laws of the Board, including the Code of Ethics and Standards of Business Practice, apply to all transactions and activities. The Rules of Cooperation are enforceable under the By-laws of the Board.

Failure to comply with any of the Rules of Cooperation renders the offending Member liable to discipline under the Board's By-laws and may result in the suspension of MLS® privileges.

Should any Member have any complaint or criticism about another Member concerning any transactions or activities connected with the MLS® System, such complaint or criticism must be made to the management of the office of that other Member, and where the matter of the complaint or criticism is not settled to the satisfaction of all concerned, then such complaint or criticism shall be made in writing addressed to the Professional Standards Coordinator of the Board of that other Member.

All listings submitted to the MLS® System are subject to current policies and procedures of the MLS® System, as published and circulated from time to time by the Board. Members are obligated to keep currently informed of these policies and procedures.

In order to be placed on the Board's MLS® System, a listing must comply with CREA's Rules and Regulations, including the Three Pillars of the MLS® Mark and the Interpretations as approved by the CREA General Assembly. The Three Pillars of the MLS® Mark are as follows:

Membership: Only licensed Members (REALTORS®) may place a listing on a Board/Association's MLS® System;

Agency: A listing Member must act as agent for the seller to post, amend or remove a property listing in a Board's MLS® System. The nature of any additional services to be provided by the listing Member to the seller is determined by agreement between the listing Member and the seller;

Compensation: The listing Member agrees to pay to the cooperating Member compensation for the cooperative selling of the property. An offer of compensation of zero is not acceptable.

SECTION C– LISTINGS

7.1 Jurisdiction of MLS® System

MLS® listings when taken come under the jurisdiction of the MLS® System as of the effective date of the listing. The responsibility for the information therein and the servicing thereof remains with the Listing Brokerage.

7.2 Assessments

Assessments may be established by the Board from time to time. Such Assessments, if applicable, shall be charged to the Listing Agent unless payment is received in advance.

7.3 Standard MLS® Listing Contract

All listings shall be contracted for on the appropriate standard MLS® Listing Contract of the Board which may not be altered or amended except as provided herein, and **SHALL BE COMPLETE IN EVERY DETAIL.**

An MLS® listing where the standard form MLS® Listing Contract has been altered will not be acceptable on the MLS® System except where the seller has crossed out and initialed specific provisions as follows:

(a) MLS® Listing Contract

restriction of advertising of the property to the Listing Brokerage only
placement of “For Sale” and “Sold” signs on the property

(b) Authority to Lease Contract

placement of “For Lease” and “Leased” signs on the property

7.4 Co-Listings

An MLS® Listing Contract must be signed by ONE Listing Brokerage only, and instructions or changes to the listing will be accepted by the MLS® Department only from that Listing Brokerage.

7.5 Contact Information in Remarks

Contact information including but not limited to names, phone numbers, email addresses and web addresses may not appear in the Public or Internet Remarks of a listing. The REALTOR® Remarks may include the name, address, telephone and/or facsimile number and/or email address of the Listing Brokerage and Members or other individuals, including the seller where the seller has directed the Listing Brokerage in writing to do so, to be contacted for more information concerning the property.

The Listing Brokerage or Member may include a direction in the Public or Internet Remarks of a listing to visit the Listing Brokerage’s or Member’s website to obtain additional information about the listing, but the nature of such additional information shall not be specified. The

promotion of REALTORS® or properties not currently on the MLS® System is not otherwise permitted in free form fields.

7.6 Accuracy of Listing Information

It is the responsibility of every Member to provide to other Members clear, accurate and factual information concerning any listing by such Member.

IT SHALL BE THE RESPONSIBILITY OF THE LISTING BROKERAGE TO CHECK ALL LISTINGS AND AMENDMENTS OF LISTINGS AFTER THEY HAVE BEEN PUBLISHED BY THE MLS® SYSTEM AND TO ENSURE THEIR COMPLETE ACCURACY, INCLUDING COMMISSION PAYABLE TO A COOPERATING BROKERAGE.

7.7 Property Disclosure Statement (PDS)

In the case of a residential listing contract, the Listing Brokerage must have the seller complete and sign the appropriate Property Disclosure Statement. Should a seller refuse to complete and sign the form the listing representative will indicate this in the "Additional Comments and/or explanations section" of the PDS form.

7.8 Signing Authority

It is the responsibility of the Listing Brokerage to ensure that appropriate signatures are obtained on all documentation processed within the MLS® System.

In general, only listings signed by the registered owners will be acceptable on the MLS® System. Certain listings from other than registered owners may be processed by the MLS® Department, however, full disclosure of all pertinent details is required together with all supporting documentation. Such listings may include: entered Court Orders, registered Options, registered Rights to Purchase, or registered Agreements for Sale.

All listing contracts and any other MLS® forms involving the alteration of any material terms of the contract must contain:

- (a) the names and signatures of all registered owners. A legal Power of Attorney is acceptable in lieu of a signature, but a copy of the Power of Attorney must be on file with the listing brokerage and available to the MLS® Department on request;
- (b) in the case of a corporate owner, the signature of a duly authorized signatory, specifying the capacity in which each such person signed;
- (c) in the case of an estate, the signature of an executor or administrator, together with a copy of Letters Probate, or Letters of Administration confirming the authority;
- (d) in the case of properties under the jurisdiction of a Receiver-Manager or Public Trustee, a properly authorized signature together with confirmation of appointment as may be required by the MLS® Department;

(e) in the case of a court ordered sale, the signature of a person authorized under Section 7.28 of these Rules of Cooperation.

(f) In the case of an assignment of listing, the signature of the assignor who has met the conditions under Section 7.27.

7.9 Minimum Listing Period

MLS[®] Listing Contracts shall be for a period of NOT less than 60 days and shall bear a definite effective and final termination date. The Listing Brokerage, however, shall have the right to extend the final termination date of the contract.

7.10 Deadline for Submission of Listings

Listings for data entry by the MLS[®] Department must be delivered to the Board within three (3) calendar days (excluding statutory holidays) after the effective date of the listing, otherwise the listing shall be deemed late and the Member may be required to resubmit the listing with a current effective date. “Listings” include documentation as required by the Board.

Listing Brokerage loaded listings must be entered within three (3) calendar days (excluding statutory holidays) after the effective date of the listing, otherwise the listing shall be deemed late. Documentation as required by the Board must be delivered to the Board office in accordance with Rule 7.11.

7.11 Listing Documentation

In general, for all Listing Brokerage loaded listings, documentation including but not limited to the listing contract, including Schedule “A” describing the real estate services to be provided and amendments must be on file with the Listing Brokerage.

The Privacy Notice and Consent brochure shall be provided to every seller and a signed receipt retained on file in the office of the Listing Brokerage, as evidence of the Listing Brokerage’s efforts to comply with the *Personal Information Protection Act*. Where the seller refuses to sign, a notation to that effect, including the date the brochure was provided to the seller and by whom, shall be retained on file in the office of the Listing Brokerage. The Listing Brokerage shall produce any such documentation upon request by the Board.

7.12 Consent to Post Documents to the MLS[®] System

All Members are responsible for ensuring that prior to posting any documents to the MLS[®] System, they have secured all the necessary consents to that information being posted.

The listing brokerage is responsible for removing the title search and any other confidential information of the seller from the MLS[®] system prior to the active status of the property changing.

7.13 Manager Approval of Listing Brokerage Loaded Listings

Listing Brokerage loaded listings must, prior to activation, be approved by the manager of the Listing Brokerage's office where the listing originated.

7.14 Review of Listing Brokerage Loaded Listings

All Listing Brokerage loaded listings will be subject to review by the MLS® Department to ensure complete and accurate listing information, to preserve the integrity of the system. The Board reserves the right to request documentation from the Listing Brokerage, and the Listing Brokerage shall produce requested documentation within one (1) business day of the request.

7.15 Corrections to Listing Brokerage Loaded Listings

If a Listing Brokerage loaded MLS® listing is found to be in contravention of the Rules of Cooperation, a correction must be made within one (1) business day after notification. In addition to other consequences that might apply, failure to correct the listing may result in the listing being removed from the MLS® System.

7.16 Changes to Listing Information

Any change in the MLS® listing information on the listing contract must be on the appropriate form of the MLS® System and Listing Brokerage loaded or if necessary to the board for loading within two (2) business days after the Listing Brokerage has received the change in writing, signed by the seller(s).

Any changes to MLS® listing information must be communicated in writing by the Listing Brokerage to any Cooperating Brokerage or potential buyer that shows interest in the property, from the time the change was made and until such change has been published on the MLS® System and such period of time thereafter as is reasonable in the circumstances.

An extension of the MLS® Listing Contract must be on the appropriate form, signed by the seller(s) prior to the expiry date of the listing and input not later than two (2) business days after the expiry date shown on the listing.

Changes to the information on the data input form may be communicated to the MLS® Department in writing, at the discretion of the MLS® Department.

7.17 Change of Listing Brokerage

In order for the MLS® Department to process a change in Listing Brokerage, the Transfer of Listing form must be completed and signed by the original Listing Brokerage and of the new Listing Brokerage and by the seller(s).

7.18 Cancellation of Listing

The cancellation of an MLS® listing when necessary can be processed by the MLS® Department upon the written request of the Listing Brokerage, in a form acceptable to MLS® Department, under the terms agreed to by all the contracting parties.

Where an MLS® listing has been cancelled by the submission to the MLS® Department of a Cancellation Form, the MLS® Department will accept a new listing for the property with another Listing Brokerage during the Cancellation Period set out on the Cancellation Form (“Cancellation Period”) provided that the MLS® Department receives a letter signed by the seller(s) and the manager or managing broker of the new Listing Brokerage stating that the seller(s) understands, acknowledges and accepts that by signing the new listing contract within the Cancellation Period, the seller(s) agrees to pay commission under both the original listing contract and the new listing contract if an offer for sale is accepted or the property is sold during the Cancellation Period.

7.19 Change of Property Type

A change of property type will be accepted by the MLS® Department when requested in writing. The seller’s signature is not required. The original listing will be corrected when possible or in rare circumstance the listing will be withdrawn and newly input by the Listing Brokerage.

7.20 Contingent Listings

Contingent listings will be accepted on the MLS® System when such contingency is stated in the listing contract and noted in the REALTOR® Remarks, with the exception of contingencies that reference commission, in which case the contingency must be stated in the listing contract and in the commission field. The responsibility for submitting details of a contingency or unusual condition on any listing shall be the responsibility of the Listing Brokerage.

7.21 Seller’s Rights Reserved

Where the seller has reserved the right to sell the property themselves that fact shall be stated in the listing contract and noted in the REALTOR® Remarks.

7.22 Member Access to Listed Properties

Access to listings on the MLS® System shall be made available to all Members subject to these Rules of Cooperation.

- (a) A new listing that cannot be shown for a defined period of up to five (5) calendar days from the effective date of the listing will be accepted as a contingent listing, and such contingency, including the specific date on which showings will be accommodated, must be stated on the Schedule “A” and noted in the REALTOR® Remarks. A new listing that cannot be shown for an undefined period or a period that exceeds five (5) calendar days from the effective date of the listing will not be acceptable for listing on the MLS® System, and the Listing Brokerage will be advised accordingly.

- (b) If an existing listing cannot be shown for a defined period of up to five (5) calendar days, the listing will be considered a contingent listing and the details of the contingency must be added to the REALTOR® Remarks by either the Listing Brokerage or the MLS® Department. An existing listing that cannot be shown for an undefined period or a period that exceeds five (5) calendar days cannot be active on the MLS® System, and a Hold Action not exceeding fourteen (14) calendar days or cancellation instruction must be submitted in the appropriate form. Failure by the Listing Brokerage to submit the appropriate documentation will result in the listing being removed from “Active” status and placed in “Held” status, until the expiry date of the listing.
- (c) In the event the Listing Brokerage receives a written offer during a “no show” period, the Listing Brokerage shall, prior to presenting the offer, inform all Cooperating Brokerages that have requested a viewing appointment, or who have requested in writing to be kept informed about offers, that an offer is scheduled for presentation.

7.23 Business Listings

All business listings submitted to the MLS® System must show a current place of business, the address and business name on the contract of which will be suppressed by the MLS® Department upon the written request of the Listing Brokerage.

7.24 Unauthorized Accommodation and/or Use

- (a) Listings of property containing “unauthorized suites” will be acceptable on the MLS® System when noted in the REALTOR® Remarks that “PROPERTY CONTAINS ACCOMMODATION WHICH IS NOT AUTHORIZED.”
- (b) Listings of property where there is an unauthorized use will be acceptable on the MLS® System when noted in the REALTOR® Remarks that “PROPERTY HAS A USE THAT IS NOT AUTHORIZED”.

7.25 Photographs, Pictures and Sketches

Images that are provided to the Board in respect of an MLS® listing shall become the property of the Board and may be used by the Board at its discretion. Only MLS® Department-approved watermarks may appear on images. The display of a child’s image on an MLS® listing is prohibited. The Board reserves the right to remove images which in the opinion of the Board are inappropriate.

A minimum of one photo must be provided for each listing.

Listing photos shall not be used in future listings without the consent of the originating Brokerage.

Images that contain information that is considered to be promotion of a Member will not be permitted. ‘For Sale’ and ‘Sold’ signs are not permitted in photos.

Images are to relate only to the real property for sale. No comments or additional information will be permitted to be placed on the image. Only Interior photos may be removed on withdrawn or expired listings by a written request to the MLS® Department. Exceptions acceptable at OMREBS discretion on commercial listings where confidentiality is required.

7.26 Title Searches

In order to confirm registered ownership of the property, except where the title search is provided by the Board, the Member must conduct a basic title search prior to, or at the time of taking a listing. A search must be conducted on all listings of property for sale submitted to the MLS® System except business-without-land listings, manufactured home listings and except where title to land consists of shares of a co-operative or time share.

7.27 Assignment of Contract of Purchase and Sale

An Assignment of Contract of Purchase and Sale will be acceptable for listing on the MLS® System where the following conditions are met:

- (a) the name of the buyer of the property must show as the seller's name at the top of the MLS® Listing Contract;
- (b) REALTOR® Remarks must include "Assignment of Contract"; and
- (c) listing documentation must include a letter or other documentation from the original seller giving the buyer permission to list and have access to the property for sale prior to completion of the original transaction.

7.28 Court Ordered Sales

A listing of property under Court Ordered Sale will be acceptable for listing on the MLS® System under the following conditions:

- (a) if currently listed with the MLS® System, the Court Order giving the exclusive right to list the property will take precedence;
- (b) the listing contract is accompanied by a photocopy or certified copy of the entered Order Nisi of Foreclosure or other Order (the "Order"), giving a particular named party the exclusive right to list the property for sale, setting out the legal description of the property and authorizing the payment of commission; or if the Listing Brokerage obtains from the lawyer who obtained the Order, a letter which states the following:
 - (i) the date the lawyer obtained the Court Order;
 - (ii) that a copy of the Court Order giving the exclusive right to list the property has been submitted to the Registry for signature and entry;
 - (iii) confirmation that the Order has been drafted in the terms approved by the Judge; and

- (iv) that upon entry of the Order, a copy of the entered Order will be sent to the Listing Brokerage who must then send a copy of the entered Order to the Board;
- (c) the listing contract makes specific reference to any sale being “subject to the approval of The Supreme Court of British Columbia”;
- (d) the party named in the Order or someone, other than the Listing Brokerage, acting on behalf of that party (e.g. an officer or solicitor) has signed the listing contract as “seller”;
- (e) the Listing Brokerage may be required to provide the MLS[®] Department with a letter stating that the person or persons signing the listing contract has or have authority to do so and, where applicable, specifying the capacity in which each such person signed (e.g. President, Secretary); and
- (f) the Order makes provision for showing the property to prospective buyers or otherwise makes satisfactory provision for the listing of the property on the MLS[®] System and for its sale subject to the approval of the Court.

7.29 Relocation Services and Corporate Guarantees

Listings or sales involving “corporate guarantees”, or on behalf of relocation services or other special “authorities to sell”, will be acceptable for listing on the MLS[®] System on the following basis:

- (a) on receipt of a new listing contract or sales report with an acceptable explanation in writing from the Listing Brokerage, together with all supporting documentation; and
- (b) the property must be re-listed with the MLS[®] System for a minimum period of sixty (60) days following the date of the change.

7.30 Manufactured Homes/Modular Homes/Park Model Homes

Listing contracts covering manufactured, modular or park model homes shall be acceptable for listing on the MLS[®] System on the following basis:

- (a) where the home is registered in the Manufactured Home Registry for British Columbia and where the manufactured home is situated in a recognized manufactured home park, affixed to a designated “pad” and the right to use that “pad” is transferable to a buyer upon entering into a satisfactory rental agreement with the operator of the manufactured home park:
 - (i) such listing contracts must state the Manufactured Home Registry number and CSA or BC Electrical Inspection label number; and
 - (ii) the amount of pad rental must be included on the Data Input Form; or

- (b) where the home is affixed to land which is owned by the seller, other than land in a manufactured home park, and is duly registered in the Land Title Office or Indian Lands Registry and where both the land and the manufactured home thereon are included for sale in the listing, the legal description must be noted on the listing contract and:
- (i) listing contracts for a manufactured home must state the Manufactured Home Registry number (unless deregistered) and CSA or BC Electrical Inspection label number;
 - (ii) listing contracts for a modular home must state the serial number and CSA or BC Electrical Inspection label number;
 - (iii) listing contracts for a park model home must state the serial number and CSA or BC Electrical Inspection label number; or
- (c) where the home is affixed to land which is leased by the seller, other than land in a manufactured home park, and affords the right to a buyer to continue to reside at that location upon assuming the balance of the current lease and/or options or entering into a satisfactory lease agreement with the owner of the property:
- (i) listing contracts for a manufactured home must state the Manufactured Home Registry number (unless deregistered) and CSA or BC Electrical Inspection label number;
 - (ii) listing contracts for a modular home must state the serial number and CSA or BC Electrical Inspection label number;
 - (iii) listing contracts for a park model home must state the serial number and CSA or BC Electrical Inspection label number.

7.31 Non-Registered Strata Properties

Listing contracts covering strata lots where the Strata Plan has not yet been registered at the Land Title Office will be acceptable for listing on the MLS[®] System if the strata lot can be satisfactorily identified by reference to a plan or sketch prepared by a named surveyor or architect and, if required, a Disclosure Statement has been filed with the Superintendent of Real Estate, on the understanding that as soon as available the MLS[®] Department will be supplied with the registration number of the Strata Plan and of the Strata Lot(s) comprising the listed strata properties.

In the case of a listing contract on less than five (5) strata lots on a Plan yet to be registered at the Land Title Office, where a Disclosure Statement is not presently required under the *Real Estate Development and Marketing Act*, the listing will be acceptable for listing on the MLS[®]

System if the strata lots can be satisfactorily identified by reference to a plan or sketch prepared by a named surveyor or architect, on the understanding that as soon as available the MLS[®] Department will be supplied with the number of the Strata Plan and of the Strata Lot(s) created by it as registered at the Land Title Office.

Listings of these properties must state in the REALTOR[®] Remarks “Non-registered Strata Property – contact L.R.”

A notation must be included in the listing contract requiring that the Cooperating Brokerage be made aware that the sale cannot be completed until the Strata Plan has been registered; and the completion date must be scheduled accordingly.

7.32 Building Lots

Where a builder has entered into an agreement with a seller to purchase one or more lots and wishes to list or re-list such lot or lots, including a building contract, such listings will be processed under the following conditions:

- (a) where the original listing is a Multiple Listing, a sales report is filed with the MLS[®] Department and the sale published;
- (b) a copy of the Contract of Purchase and Sale (or other sale agreement) is attached and the contract includes, as a condition of the purchase (or by separate witnessed document), authorization by the seller to allow the builder to offer the lot or lots with a building contract for sale prior to the completion of the particular purchase.

(NOTE: If for some reason the original transaction fails to complete, the MLS[®] Department must be notified immediately and the appropriate documentation filed.)

7.33 Building Contracts

Listings of lots that are to be sold together with a building contract will be acceptable for listing on the MLS[®] System under the following conditions:

- (a) the vacant property being listed must be a properly registered, subdivided lot with a complete legal description and where available a street address;
- (b) the list price of the said lot must be clearly indicated on the listing form if the lot may be sold separately;
- (c) a copy of the building plans and list of specifications must be available to the Cooperating Brokerage upon request;
- (d) complete details must be submitted in respect to zoning and services available to the subject lot;
- (e) where a builder holds an interest by way of a Contract of Purchase and Sale (or other sale agreement), the builder may sign the listing contract as “seller” and a copy of that Contract of Purchase and Sale (or other sale agreement) must accompany the listing, which must specifically disclose the nature of the interest held; and

- (f) listing documentation must include a letter or other documentation from the original seller giving the buyer permission to list the property for sale prior to completion of the original transaction.

7.34 Non-Registered Lots

Listing contracts covering lots for which no subdivision plan has yet been registered in the Land Title Office, will be acceptable for listing on the MLS[®] System where:

- (a) a subdivision plan creating the proposed lots has been prepared by a named surveyor and has been approved in principle by the appropriate Approving Officer;
- (b) the lots can be satisfactorily identified by reference to the civic address or plan referred to in (a);
- (c) a Disclosure Statement has been filed with the Superintendent of Real Estate, where required under the *Real Estate Development and Marketing Act* or, where a Disclosure Statement is not required, a copy of the Preliminary Letter of Approval issued by the appropriate governing body has been submitted to the MLS[®] Department;
- (d) the MLS[®] Department will be supplied with the registration numbers of the subdivision plan and the legal descriptions of the lots as soon as they are available; and
- (e) listings of these properties must state in the REALTOR[®] Remarks: “Non-registered Subdivision Lot – contact L.R.”.

7.35 Floating Homes

Listing contracts covering a floating home shall be acceptable for listing on the MLS[®] System on the following basis:

- (a) where the floating home is situated in a strata title marina and where both the strata lot and the floating home are included for sale in the listing (NOTE: legal description must include the legal description of the marina including the strata lot number); or
- (b) where the floating home is moored in a licensed marina pursuant to a lease and the rights under the lease are transferable to a buyer upon entering into a satisfactory agreement with the marina (NOTE: legal description must include reference to the lease interest and the legal description of the marina); and
- (c) where the floating home has a motor and can be navigated, the Vessel License Number or Official Registration Number shall be included in the legal description.

A floating home that is not moored in accordance with (a) or (b) may not be listed on the MLS[®] System.

7.36 Interboard Listings

- (a) The Board will accept MLS® listings of properties within the Board's geographical jurisdiction from REALTOR® members of any reciprocating real estate board in the province for an Assessment which may be established from time to time.
- (b) In the case of any conflict with another board/association's Rules and Regulations, the Rules of the board in whose jurisdiction the property is located shall apply.
- (c) In the case of a co-listing, any Assessment will be payable to the board in whose jurisdiction the property is located.

7.37 Auction Listings

In order for auction listings to be placed on the MLS® System, in addition to complying with these Rules of Cooperation:

- (a) the list price must be the minimum reserve bid agreed to by the seller; and
- (b) the Public and Internet Remarks must contain a statement indicating whether the seller is willing to accept offers prior to the auction date.

SECTION D – OFFERS

7.38 Confidentiality of Offers

A Cooperating Brokerage who has an offer to purchase shall not be required to disclose any details of that offer prior to the presentation to the seller. All offers and counter-offers under consideration shall be held in strict confidence, unless otherwise instructed by the seller in writing.

7.39 Presentation of Offers

- (a) Unless otherwise instructed by the seller in a completed Direction Regarding Presentation of Offers form signed by the seller:
 - (i) offers must be presented to the seller without delay;
 - (ii) offers must be presented to the seller through the Listing Brokerage, but a Cooperating Brokerage submitting an offer shall have the right to be present during the presentation; and
 - (iii) the Listing Brokerage shall without delay make the seller's decision on the offer known to Cooperating Brokerages that had submitted offers. If requested by the Cooperating Brokerage such decision on the offer shall be provided in writing.

Any direction by a seller to delay presentation of offers must also be noted in the REALTOR® Remarks. A copy of the seller's completed Direction Regarding Presentation of Offers form shall be provided to the Cooperating Brokerage upon request. A Listing Brokerage who has posted the completed Direction Regarding Presentation of Offers form as an associated document would satisfy the Listing Brokerage's obligation under this Section to provide a copy.

(b) When an MLS® listing indicates 'No offers until (a specified date or time)':

- (i) the Listing Brokerage must maintain a record of all Cooperating Brokerages who have requested in writing to be kept informed about offers or possible changes to the published offer presentation date and time;
- (ii) in the event the Listing Brokerage receives a written offer and the seller wishes it to be presented prior to the published presentation date and time, the Listing Brokerage must obtain a revised Direction Regarding Presentation of Offers form, signed by the seller, and must update any such instruction that has been published in the listing and posted as an associated document, all prior to presenting the offer; and
- (iii) prior to presenting the offer, the Listing Brokerage must notify all Cooperating Brokerages that have requested in writing to be kept informed, that an offer will be presented earlier and must give those Cooperating Brokerages equal and, where practical, concurrent opportunity to present their offer.

7.40 Presentation of Counter-offers

All counter-offers must be presented to the buyer through the Cooperating Brokerage unless otherwise instructed by the buyer in writing, and to the seller through the Listing Brokerage unless otherwise instructed by the seller in writing. With the consent of the buyer or seller receiving the counter-offer the Listing Brokerage or Cooperating Brokerage submitting the counter-offer shall have the right to be present during the presentation.

7.41 Multiple Offers

If one of the offers to present is the Listing Representative's offer, unless otherwise instructed by the Seller in writing, the Listing Representative must contact their Managing Broker to arrange for Broker representation for the Seller.

If the Broker is unavailable, the Broker shall designate a licensed representative from the Listing Brokerage. The Managing Broker or his/her designate shall then carry out the procedures below until an offer is accepted by the Seller.

In the event that the Listing Brokerage has more than one written offer to be presented, the following procedures shall be adhered to:

- (a) unless otherwise instructed by the seller in writing, the Listing Brokerage shall, prior to any offer being presented, inform the other Cooperating Brokerages involved of the existence of the other offers or counter-offers, without disclosing their specific terms and conditions, provided, however, that should all but one offer or counter-offer be withdrawn prior to presentation resulting in there no longer being more than one written offer to be presented, the Listing Brokerage must so advise the remaining Cooperating Brokerage prior to presentation of their offer;
- (b) the Listing Brokerage should present each competing offer and counter-offer to the seller in the order in which they were received;
- (c) the Cooperating Brokerage submitting the offer or counter-offer may be present, unless otherwise instructed by the seller in writing, only during the presentation of their particular offer or counter-offer and then shall withdraw from the premises but hold themselves available while the other offers and counter-offers are being presented in a like manner;
- (d) the Listing Brokerage shall ensure that all offers and counter-offers are presented up until the time an offer has actually been accepted (NOTE: Listing Brokerages are required to notify the seller of all offers up to the time of completion.); and
- (e) after all offers and counter-offers have been presented, the Listing Brokerage shall consult in private with the seller.
(NOTE: Subject to any limitations to which the seller has agreed, the Listing Brokerage has a responsibility to give the seller their proper recommendations without prejudice to any particular offer and always in the best interest of the seller.)
- (f) The Listing Representative shall be required to retain a copy of all offers presented, in accordance with legal requirements but in any event for no less than one year after presentation. It will be considered a breach of 7.41 rule to falsely present the existence of multiple offers.

A copy of the seller's written instruction obtained under this Section shall be provided to the Cooperating Brokerage upon request.

SECTION E – SALES

7.42 Reporting Sales

- (a) The Listing Brokerage is responsible and accountable for the accuracy of sales information submitted to the Board for inclusion in the Board's MLS[®] System. **IT SHALL BE THE RESPONSIBILITY OF THE LISTING BROKERAGE TO CHECK ALL SALES AFTER THEY HAVE BEEN PUBLISHED ON THE MLS[®] SYSTEM AND TO ENSURE THEIR COMPLETE ACCURACY.**
- (b) Sale prices must be reported exclusive of taxes.
- (c) An important part of the inherent value of the MLS[®] System is the transaction data accumulated for sales of listed properties. It is the responsibility of all Members to ensure, regardless of their business

model, that property sales information for properties listed on the MLS[®] System be reported to the Board. In general, sales shall be reported to the MLS[®] Department by the Listing Brokerage, on the Sales Report Form together with a legible copy of the Contract of Purchase and Sale within five (5) calendar days of the contract becoming unconditional. Members are not permitted to avoid these reporting responsibilities by, for example, cancelling a listing between receipt (or anticipated receipt) and acceptance of an offer, or encouraging a seller to do so.

- (d) When the Board is required to report a sale only the Sales Report Form signed by the Manager or designate of the Listing Brokerage is required for the reporting of sales; however, upon request by the Board, the Member shall provide a legible copy of the contract of Purchase and Sale form and any Addendums or Amendments.
- (e) The Privacy Notice and Consent brochure shall be provided to every buyer and a signed receipt retained on file in the office of the Cooperating Brokerage, as evidence of the Cooperating Brokerage's efforts to comply with the *Personal Information Protection Act*. Where the buyer refuses to sign, a notation to that effect, including the date the brochure was provided to the buyer and by whom, shall be retained on file in the office of the Cooperating Brokerage. The Cooperating Brokerage shall produce any such documentation upon request by the Listing Brokerage or the Board.

7.43 Collapsed Sales

The Listing Brokerage must notify the MLS[®] Department immediately of the collapse of any sale, using the form approved by the Board. Where the Cooperating Brokerage has first knowledge of the collapse of a sale, they shall immediately notify the Listing Brokerage.

SECTION F – PROFESSIONAL CONDUCT

7.44 Cooperating Brokerages

Unless otherwise authorized by the seller in writing:

- (a) a Cooperating Brokerage is not a sub-agent to the Listing Brokerage and is presumed to be the agent of the buyer; and
- (b) communication between Cooperating Brokerages and the seller must be limited to arranging appointments as designated in the published listing and showing the listed property with appropriate assistance, during the term of the listing.

7.45 Appointments

- (a) Appointments by Cooperating Brokerages to inspect or show property may not be made directly with the seller unless otherwise specified on the data input form and published listing information; and

- (b) Cooperating Brokerages must ensure that the buyer(s) is accompanied and supervised by a licensee throughout the appointment.

7.46 Title Searches

Unless otherwise instructed by the seller in writing, a Listing Brokerage shall, upon request from a Cooperating Brokerage, provide a copy of the basic search to the Cooperating Brokerage for its use. A copy of the search posted to the MLS[®] System would satisfy the Listing Brokerage's obligation under this Rule.

7.47 Strata Properties

- (a) Unless otherwise instructed by the seller in writing, for each strata MLS[®] listing, the Listing Brokerage shall at the time of taking the listing obtain current relevant strata corporation documents including but not limited to two (2) years of strata council minutes and strata corporation minutes, registered strata corporation by-laws, financial statements, registered strata plans, and information concerning special assessments, either proposed or levied.
- (b) Unless otherwise instructed by the seller in writing, the Listing Brokerage shall, upon request by a Cooperating Brokerage after the seller and buyer have an accepted Contract of Purchase and Sale, provide to the Cooperating Brokerage current relevant strata corporation documents including but not limited to those documents referred to in (a) above and a current Information Certificate (Form "B").
- (c) In the event that the Listing Brokerage has received written instructions from the seller not to provide all or some of the documents described in (a) and (b) above to buyers and Cooperating Brokerages, a notation to that effect must be included in the REALTOR[®] Remarks, and, where the seller is not providing such information directly to buyers and Cooperating Brokerages, the Listing Brokerage shall provide written authority from the seller to the Cooperating Brokerage to obtain the Form "B" and other pertinent information directly from the strata corporation. The responsibility for the cost of these documents should be detailed in the appropriate condition clause in the Contract of Purchase and Sale.

7.48 No Solicitation Prior to Expiry

Listings and other agency contracts expire automatically at 11:59 p.m. on the expiry date shown on the contract. Before this time any Member other than the Brokerage under contract is EXPRESSLY FORBIDDEN TO SOLICIT SUCH CONTRACT or encourage any alteration in the existing contract.

7.49 Privacy-Protected Listings

No Member shall use MLS[®] listing information for the purpose of communicating with a seller of an MLS[®] listing to determine whether the seller requires additional real estate services when that seller has

expressly opted-out of their personal information being used for this purpose. -- see Privacy Notice and Consent brochure

7.50 Solicitation Guidelines

A Member shall not solicit a listing that is currently listed exclusively (hereinafter “exclusively listed” or “exclusive agreement” refers to an Exclusive listing and MLS[®] Exclusive listing) with another brokerage. However, if the Listing Brokerage, when asked by a Member, refuses to disclose the expiration date and the nature of such listing (i.e. an exclusive right to sell, an exclusive relationship, an open listing or other form of contractual agreement between the Listing Brokerage and the client), the Member may contact the owner to secure such information and may discuss the terms upon which the Member might take a future listing.

A Member shall not solicit buyer/tenant representation agreements from buyers/ tenants who are subject to exclusive buyer/tenant representation agreements. However, if a buyer/tenant agent, when asked by a Member, refuses to disclose the expiration date of the exclusive buyer/tenant representation agreement, the Member may contact the buyer/tenant to secure such information and may discuss the terms upon which the Member might enter into a future buyer/tenant representation agreement.

The fact that an agreement has been entered into with a Member shall not preclude or inhibit any other Member from entering into a similar agreement after expiration of the prior agreement.

When Members are contacted by the client of another Member regarding the creation of a relationship to provide the same type of service, and Members have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement.

The above-mentioned rules do not preclude Members from making general announcements, messages or advertisements (hereinafter referred to as “general announcements” or “announcement”) to prospective clients describing their services and the terms of their availability even though some recipients may have entered into representation agreements with another Member, provided such general announcements include a clear, prominent and emphasized statement that the announcement is not intended to cause or induce breach of an existing agency agreement. A general canvass, general mailing or distribution addressed to all prospective clients in a given geographical area or in a given profession, business, club or organization, or other classification or group, is deemed “general” for the purposes of this rule if it is a mass-produced announcement in identical form to the general public, or an identifiable group of the public, whether communicated by radio, television, newspaper, flyers, form letters (even though personally addressed) or computerized telephone messages.

This rule recognizes as prohibited practices two basic types of solicitation:

- (a) telephone and/or personal solicitations of property owners who have been identified by a real estate sign or information on a real estate data base service operated under the MLS[®] or associated trademarks, or other information, as having exclusively listed their property with another Member; and

- (b) mail or other forms of written solicitations of prospective clients whose properties are exclusively listed with another Member (whether listed under an “Exclusive” or “MLS®” agreement) when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings on the MLS® System or identified by “for sale” or “for rent” signs or other sources of information.

Members, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the client is subject to a current, valid exclusive agreement to provide the same type of real estate service.

This rule does not preclude Members from contacting the client of another brokerage for the purpose of offering to provide, or entering into a listing arrangement where the original and current Listing Brokerage has negotiated a cancellation clause with the seller, and the seller has not otherwise indicated he/she does not wish to be solicited during the term of that contract.

This rule does not preclude Members from contacting the client of another brokerage for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g. property management as opposed to brokerage). However, real estate database information received through the MLS® System may not be used to target clients of other Members to whom such offers to provide services may be made.

7.51 Professional Conduct

- (a) A Member shall not conduct himself nor permit his employees to conduct themselves in such a manner as to prejudice his reputation or the reputation of the Board.
- (b) A Member shall not injure falsely or maliciously, directly or indirectly, the reputation, prospects or business of another Member.

SECTION G – COMMISSION

7.52 Commission Stated in Listing Contract

All contracts must show the amount of commission payable as negotiated by the Listing Brokerage and the seller. That portion of the Listing Brokerage’s commission available to Cooperating Brokerages must be shown on the listing contract.

7.53 Reference to Commission in Remarks

References to commission or bonuses are restricted to the appropriate commission field and may not be included in REALTOR®, Public or Internet Remarks.

7.54 Disclosure of Reduced Commission

Where the Listing Brokerage is presenting its own offer in competition with one or more Cooperating Brokerages, and the Listing Brokerage is reducing the commission from that stated in the MLS® Listing Contract, the Listing Brokerage shall disclose in writing the dollar amount and details of any such reduction to all Cooperating Brokerages with competing offers, in order that such competing agents shall not be at a disadvantage and the seller shall receive the full benefit of competition from such Cooperating Brokerages.

7.55 Commission Payable to Cooperating Brokerage upon Completion

Where a particular transaction completes, that portion of the Listing Brokerage's commission available to Cooperating Brokerages is payable to the Cooperating Brokerage upon completion unless the Listing Brokerage and Cooperating Brokerage mutually agree, in writing, to alter said commission.

7.56 Commission Payable to Cooperating Brokerage Where Sale Does Not Complete

Where a particular transaction does not complete, and the Listing Brokerage is successful in receiving payment of, or compensation in lieu of, some or all of the commission, the Cooperating Brokerage shall, at the Cooperating Brokerage's option, after the Listing Brokerage has deducted its reasonable costs incurred to recover the commission, receive its proportionate share. The receipt of such payment or compensation by the Listing Brokerage shall be deemed to be a completed transaction for the purposes of the Board's By-laws.

7.57 Assignment to Cooperating Brokerage

When the owner of a property listed with a Member does not complete as agreed pursuant to an accepted unconditional Contract of Purchase and Sale and the Listing Brokerage does not take steps to enforce payment of commission which may be due, the Listing Brokerage shall, upon receipt of the written demand of the Cooperating Brokerage, assign to the Cooperating Brokerage all of the rights of the Listing Brokerage to enforce the listing contract.

7.58 "Two Cheque System" of Commission Disbursement

- (a) A real estate company holding a trust deposit in a finalized transaction deducts an amount equal to its portion of the commission owing on completion to that company from the deposit held and forwards the balance of any excess deposit under trust to the named conveyancer; or
- (b) the company holding the trust deposit will send a request to the conveyancer for any balance owing if the deposit being held in trust is less than the amount equal to that company's portion of the commission owing; and
- (c) upon completion, the conveyancer forwards the commission owing to any companies from the proceeds of the sale.

7.59 Modification of Listing Brokerage's Offer of Compensation

A Cooperating Brokerage, when negotiating on behalf of a buyer, may only use the terms of an offer to purchase to modify the Listing Brokerage's offer of compensation to Cooperating Brokerages if:

- (a) the buyer has authorized the Cooperating Brokerage to do so in a separate written document; and
- (b) there has been prior consultation regarding compensation between the Cooperating Brokerage and the Listing Brokerage.

SECTION H – ADVERTISING

7.60 Advertising - General

Members shall not advertise in any manner that is false or misleading, prohibited by law or restricted by the seller. Members must ensure that any signage is in compliance with all local government signage regulations.

7.61 Price and Terms Authorized by Seller in Writing

No Member may offer or advertise a property at a price or terms other than the price and terms as authorized in writing by the seller.

7.62 Advertising Another Member's Listings

Subject to Sections 7.63 and 7.64, advertising, in any form whatsoever, of a listed property by any Member other than the Listing Brokerage shall only be done with the prior approval of the Listing Brokerage, unless otherwise indicated in the listing contract.

7.63 Advertising Another Member's Listings on the Internet

Generally advertising on the Internet where reciprocity has not been adopted section 7.62 applies.

Where Reciprocity has been adopted through the CREA DDF® advertising another Member's listings on the Internet must be followed in accordance with MLS® Reciprocity rules of the CREA Data Distribution facility.

7.64 Advertising by Cooperating Brokerage

A Cooperating Brokerage, after publication on the MLS® System of the sale of that property, may advertise their involvement in the sale of that property. Details of the property may be given where reciprocity has been adopted through the CREA DDF®. Any advertising by a Cooperating Brokerage of a sold property must include the name of the Listing Brokerage.

7.65 Advertising of Sale Price

A sale price shall not be advertised prior to that information being publicly available through a government registry, unless prior approval is provided by both buyer and seller in writing.

7.66 “SOLD” Signs

The privilege of placing “SOLD” signs on a property within the jurisdictional area of the Board shall be at the discretion of the seller. The Cooperating Brokerage may, through the Listing Brokerage, request permission from the seller to place a sold sign on a property subject to all local government signage regulations.

7.67 Public Representations

Any advertisement, publication or other form of public representation made by or on behalf of any Member must be factual and clearly demonstrate the criteria upon which such representations are based including, without limitation, the period of time over which such representations are based.

7.68 Reproduction of Board Information

Any representation which includes the reproduction of information generated by the Board must include the disclaimer which accompanied the information in its original form or the following notice:

“NOTE: this representation is based in whole or in part on data generated by the Okanagan Mainline Real Estate Board, which assume no responsibility for its accuracy.”

7.69 Other Advertising Requirements

In addition to the Rules of Cooperation, Members should make themselves aware of any advertising guidelines/policies contained in the Board’s Code of Ethics and Standards of Business Practice and in the Real Estate Council of B.C.’s “Professional Standards Manual”.

7.70 CREA Technology Offerings

Members are required to adhere to CREA’s rules respecting the use of REALTOR.CA pages and databases for the Data Distribution Facility (DDF®) and any other CREA technology products.

SECTION I – LOCKBOXES AND ACCESS CARDS

7.71 Terms of Use

The use of lockboxes and access cards is a privilege extended to Members and contract subscribers of the Board only and shall be governed by the terms of any contract entered into by them with the Board as well as the Rules of Cooperation including the following:

- (a) access cards and the associated technology are issued and registered for the exclusive use by an individual Member and are NOT TO BE LOANED/SHARED under any circumstances;
- (b) Disclosure to Clients: the CARDHOLDER will obtain specific written authorization from the seller before placing a lockbox on the owner’s property;

- (c) One Day Showing Codes: unless authorized by the seller in writing, One Day Showing Codes may not be given to any individual, firm or corporation under any circumstance, other than to a licensed member in good standing with any British Columbia real estate board or association; and

One Day Showing Codes may not be given out unless the recipient is personally known to the Member or their identity can be verified through their office or the Board's Member communications system;

- (d) in the event that access cards are lost, misplaced or stolen, the Board must be immediately notified;
- (e) PIN codes are to be kept confidential and any written record of the code must not be attached to or kept with the access card;
- (f) an access card may be programmed for any licensee who is affiliated with any British Columbia board/association, provided there is an existing agreement between the member and their home board/association;
- (g) directions for the use of lockboxes (if any) as published on the listing must be strictly adhered to;
- (h) keys removed from lockboxes must be replaced immediately following use;
- (i) it is the responsibility of the user to ensure that all security precautions are taken prior to departing the property; and
- (j) in the event of termination of membership in the Board, lockboxes may be transferred to another Member with documentation presented to the Board.

Failure to comply with any obligation under this Section may result in the User Agreement being terminated. The holder may be subject to loss of access to the lockbox system, fines and other penalties determined by the Board.

SECTION J – USE OF MLS® DATA

7.72 British Columbia Assessment Information

No Member, or their unlicensed assistants or administrators where permitted by the Board, shall use or permit or allow the use of British Columbia Assessment information to obtain addresses for solicitation or mailing purposes of any kind, and will use their best efforts to ensure that no information supplied pursuant to the agreement with British Columbia Assessment is used in the harassment of members of the public or contrary to the public interest, or in an otherwise improper manner.

7.73 Misuse of MLS® Information

Except as provided in the Rules of Cooperation, no Member, or their unlicensed assistants or administrators where permitted by the Board, except in the ordinary course of their business, shall make available to any unlicensed person, firm or corporation information distributed by the MLS® System. The Member will be held responsible for any misuse by non-Members of MLS® information supplied by the Member.

7.74 Access Codes

Access codes to the MLS® computer systems are provided to Members, and to Members' unlicensed assistants and/or administrators where permitted by the Board, in order to maintain security of the computer system. Notwithstanding any other provision of the Rules of Cooperation no Member or employee of a corporate Member shall make available to any other individual, firm or corporation access codes to the MLS® computer system operated by the Board on behalf of its Members. For the purposes of this section "access codes" shall mean such identification, access codes and passwords that the Board determines, from time to time, are required for access to the MLS® computer system.

7.75 Errors and Omissions in Database

The Board shall not be liable to the Member for any interruption of services or for any error or omission contained in the database of the Board. The Board shall not be liable for any damages, whether direct or indirect, which may arise from such errors or omissions.

7.76 Licence Agreement

Members must comply with all of the terms and conditions of any licence agreement entered into between the Member and the Board or a third party with respect to access to and use of the MLS® computer system and a breach of such licence agreement shall constitute a breach of these Rules of Cooperation.

7.77 Termination of Access

Members may only access and use the MLS® computer system so long as they are Members in good standing of the Board. Upon termination or suspension of membership or suspension of all of the privileges of membership the Member's access to the MLS® computer system will be terminated.

SECTION 8 – COMMITTEES AND TASK FORCES

(Revised Apr 20, 2020)

8.1 APPOINTMENT OF COMMITTEES AND TASK FORCES

The Board of Directors may appoint such additional Standing and Special Committees as may from time to time be required and may include but not limited to:

- Governance Committee
- Finance Committee
- Nominations Committee
- CEO Evaluation & Succession Committee
- PCC Selection Committee

The Board of Directors is responsible for ensuring that Committees establish and maintain their Terms of Reference on an annual basis.

The President and Vice-President shall be ex-officio members of each Board Committee and of each TaskForce.

The Board of Directors approves all requests for the formation of a Taskforce, comprised of directors and members at large, to study and make recommendations on any subjects that fall within the scope of the Mandate. Requests for a Taskforce shall be submitted to the Board of Directors for approval and shall outline the Terms of Reference, Statement of Objectives, List of Appointees, and Members at large.

(Revised 04/20/20)

8.2 REPORTS/RECOMMENDATIONS TO DIRECTORS

Committee Chairpersons are expected to prepare a concise report for distribution to the directors at least one week prior to the next director's Meeting. This report should contain a brief summary of the status of any ongoing projects, a synopsis of any meetings held since the last Directors Meeting, and a list of all recommendations which the Chairperson wants the Directors to consider. Receiving these reports in advance gives the Directors an opportunity to review the material and the recommendations prior to the Meeting.

(Revised 04/20/20)

Committees of the Board are usually not given power-to-act. Two notable exceptions are the Members arbitrating commission disputes or conducting disciplinary hearings. A Committee may implement a pre-planned program for which budget funds have been allocated, but may not undertake additional programs or projects without the prior approval of the Directors.

(Revised 04/20/20)

The Board of Directors will often request that a Task Force study and report on a subject. Once the members of a Task Force have reached a decision on a course of action, it is necessary that they present that

finding to the Board of Directors for consideration. With few exceptions, the Task Force will not have the authority to implement policy decisions or changes which have not been ratified by the Directors.

The Chair of the Directors Meeting will call for a vote and subsequently declare the recommendation 'carried' or 'defeated'. Only at that point does the recommendation become policy of the Board.

(Revised 04/20/20)

Until the Board of Directors have dealt with a report or recommendations, it is inappropriate for a Chairperson or Member of a Committee/Task Force, to circulate any material concerning the report or recommendations or to discuss its contents. On occasion the recommendations are turned down or significantly amended and any prior discussion of the proposal could lead to confusion or unnecessary conflict.

All Committee or Taskforce Member will be required to sign a Confidentiality Agreement at the beginning of their tenure.

(Revised 04/20/20)

SECTION 9 – MISCELLANEOUS REGULATIONS

(Revised April 20th, 2020)

9.1 INSIGNIA, SYMBOLS, CRESTS, ETC

In accordance with the OMREB Bylaws, any Active Member in good standing may use the OMREB Logo as approved by the Board on stationery or advertising material. In order for a member to use the OMREB Logo in any other form or manner requires the written permission of the Board. Members may request permission for such use by submitting a letter together with a description of the intended use. All insignia, symbols, logos, identifying marks, publications, distributions and mailings of the Board are for the sole and exclusive use of the Members of the Board.

(Revised 04/20/2020)

9.2 DISTRIBUTION TO NON-MEMBERS

No member of the Board shall directly or indirectly publish, photocopy, or reproduce in any manner or form, any advertising materials, MLS® listings of the Board in order to provide such material to any Non-Member of the Board for commercial use by the Non-Member, without permission first being obtained from the Board in writing.

(Revised 04/20/20)

9.3 SEMINAR NO-SHOWS

Most educational seminars sponsored by the Board are limited in terms of total attendance. To attend such a seminar a member must submit a registration form and with the prescribed fee. Confirmations for attendance are issued and forwarded to successful registrants. Any member registered for an educational seminar sponsored by the Board has up to 48 hours to cancel. A full refund will be issued, provided the spot can be filled by another member. Otherwise, the member will be billed for the full individual cost of the seminar if they fail to attend.

(Revised 04/20/20)

9.4 RECRUITING

Any blatant attempts to recruit salespeople during the course of a Board sponsored event or during an Open House, is deemed to be improper activity. Flagrant abuse of this policy may result in a complaint being filed with the Board by the affected member or by the Professional Standards Coordinator or by the Board of Directors. This would lead to an investigation and a possible hearing in accordance with these Regulations.

(Revised 04/20/20)

SECTION 10 – ADDING, DELETING, OR AMENDING REGULATIONS

(Revised April, 2020)

In accordance with Section 9.3 of the Board Bylaws:

- a) The Directors shall have the power to establish or amend Regulations, not inconsistent with the Bylaws, in respect to the following matters:
 - I. fees to be paid by the Members;
 - II. rules governing operations and procedures of the Multiple Listing Service® operated by the Board;
 - III. procedures for mediating and arbitrating commission disputes between offices;
 - IV. procedures to investigate and deal with any complaints concerning Professional Standards, including the conduct of hearings, disciplinary measures, and appeals thereof;
 - V. establishing penalties for violation of the Bylaws, Regulations, Code of Ethics, or Standards of Business Practice.
 - VI. procedures concerning use or access to the computerized data system by Members by entering into Licensing Agreements and for entering into Data Service Contracts with non-members of the Board;
 - VII. any other matters which deal with the day to day operation of the Board;
- b) Any proposed Regulation, or amendment, shall be circulated to the Membership. Members shall have fifteen (15) days to make known their support or objection to such proposed Regulation. The Directors shall take into account the comments from Members when they deliberate the motion at their next meeting which would adopt such Regulation.

(Revised04/20/20)

SECTION 11 – MANDATORY CONTINUING EDUCATION

Last Updated: April 2014

11.1 GENERAL

As a condition of continuing membership in the Board, every Member is required to comply with any mandatory/continuing education requirements as set by the British Columbia Real Estate Association under its Professional Development Program “PDP”, the Real Estate Council of British Columbia under its Re-Licensing Education Program “REP”, and the Canadian Real Estate Association. For Members holding restricted Licensed Rental Property and Strata Property License, PDP requirements will be the same as the requirements for REP in each cycle.

Course/Seminar content and credit for completion requirements are set by BCREA, RECBC and CREA. The Board may offer other non-credited courses/seminars as reviewed by the Director of Education and approved by the Board.

(Revised 03/25/10)

11.2 IMPLEMENTATION/GRANDFATHERING

It shall be the responsibility of the Okanagan Mainline Real Estate Board through its education program to provide to Members seminars/courses which are approved by these organizations in order that Members are in a position to comply with the mandatory/continuing education requirements as set by these organizations.

The program will be effective January 1/06. Credit will be given to Members for approved seminars/courses they have completed from September 1, 2005 onwards.

11.3 SEMINAR/COURSE LOCATION

Members may take any of the approved seminars/courses in any Board in the province of BC, and must obtain confirmation of completion from that Board as proof of their attendance.

11.4 REGISTRATION

For seminars/courses provided by OMREB, in order to receive credit for an approved seminar/course, upon arrival members must show their membership bar code card. In addition, Members may be required to have their membership card scanned before, during and after the seminar to confirm completion of the seminar/course.

11.5 CONDUCT DURING SEMINAR/COURSE

At the discretion of the Board, a Member may be denied a course credit for a particular seminar or course if the Member arrives late, leaves early, leaves and returns to the seminar/course an excessive number of times, or is disruptive. Members who are missing a total of 30 minutes or more during the seminar/course will not receive credit for the seminar/course.

11.6 COMPLIANCE POLICIES

- a) Pursuant to Regulation 11.1, completion of the mandatory education requirements as set forth by BCREA, RECBC, and CREA is required to maintain Board Membership. Failure to fulfill the requirements within the specified time will result in suspension, and potentially expulsion from Board Membership. Additionally, the Managing Broker is required to return the Member’s license to the Council.
- b) To be reinstated, a Member must fulfill the outstanding education requirements and pay Membership dues from the time of board Membership termination to the time of reinstatement. Suspended or expelled Members can be reinstated or may reapply for Board Membership in accordance with OMREB Bylaws. A minimum reinstatement fee of \$250 may apply to expelled Members. This amount may be reviewed and adjusted by the Directors as deemed necessary.

(Revised 15/04/14)

- c) While the Board will maintain a record of attendance for OMREB sponsored courses/seminars, it is the Member's responsibility to ensure they continually meet the education requirements of BCREA, RECBC and CREA.

As amended and adopted by the Board of Directors October 2006

SECTION 12 – PROFESSIONAL CONDUCT COMMITTEE SELECTION COMMITTEE TERMS OF REFERENCE

Last Updated: October 2018

PROFESSIONAL CONDUCT COMMITTEE SELECTION COMMITTEE

TERMS OF REFERENCE

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Mandate

Objectives

Members

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Appendix: Checklist of PCC Member Competencies

Definitions

1. The definitions in OMREB's Bylaws apply in these Terms of Reference.

Mandate

2. The Professional Conduct Committee Selection Committee (PCC SC) is a standing committee.
3. The PCC SC is charged with supporting professionalism through the recruitment of members of OMREB's Professional Conduct Committee (PCC) and planning for their succession.
4. PCC SC oversees the recruitment process to ensure that the PCC membership has a diverse and relevant mix of skills, experience and knowledge. PCC SC oversees the process of identifying PCC needs, seeking and evaluating qualified Members and communicating the process to the Board and membership.

Objectives

5. PCC SC oversees recruitment by:
 - a. inviting the PCC Chair to assess the skills and competencies of incumbent PCC members;
 - b. reviewing the PCC Chair's report on any missing character, commitment and competency elements;
and
 - c. leading any candidate outreach, evaluation or selection process.
6. PCC SC is responsible for ensuring that the selection process is transparent, objective and appropriately thorough, and that it applies fairly to all candidates.
7. PCC SC reviews the competency assessment of incumbent PCC members provided by the PCC Chair and determines whether to conduct a selection process. PCC SC ensures that the competency assessment identifies the top skills, experience and attributes of incumbent PCC members in order to define PCC needs and skills gaps in relation to that process.
8. PCC SC carries out the selection process, including the following:

- a. developing and approving the documentation to be distributed to Members, including the expression of interest requirements, the desired character, commitment and competencies of new PCC members (see Appendix) and any other elements of that process;
- b. taking a proactive role in encouraging nominations from individuals who possess the desired character, commitment and competencies; and
- c. leading the selection process, including collecting materials, scheduling and conducting interviews, evaluating application packages and candidates based on articulated criteria, and reference checks, if required, and providing regular updates to the Board.

Members

9. PCC SC is comprised of at least 3 Members – including 1 Director, the PCC Chair and 1 other Member – and the CEO.
10. The Board appoints PCC SC members for 2-year terms, in a staggered fashion.
11. PCC SC identifies one of its members as Chair and may recommend to the Board that additional members be appointed.
12. The Chair is responsible for agenda development in consultation with the CEO, chairs the meetings, ensures the meetings move forward efficiently and reports to the Board about PCC SC activities.

Duties

13. PCC SC members and advisors shall maintain the confidentiality of their deliberations and the privacy of corporate records and other information not generally available to the public.
14. PCC SC is a committee of the Board and reports the following to the Board:
 - a. the date that any PCC-member competency assessment was received from the PCC Chair;
 - b. the dates of PCC SC meetings and attendance at those meetings;
 - c. the work plan and progress towards achievement of the work plan, including:
 - names of PCC members whose terms were not renewed,
 - number of candidates interviewed for PCC, and
 - names of candidates recommended for appointment to PCC;
 - d. any issues of interest to the Board and related recommendations; and
 - e. confirmation that PCC SC has reviewed these Terms of Reference and
 - confirms them, or
 - recommends changes, including a detailed description of those changes.

APPENDIX

CHECKLIST OF PCC MEMBER COMPETENCIES

Commitment:

- Terms are 1 year
- Each member is expected to commit 10-15 hours per month, including:
 - 5 meetings per year (3rd Wednesday of the month)
 - 2 investigations per year
 - 1 Hearing Panel per year
 - 2 days of compulsory training per year

Character:

The “Must Have” PCC member competencies:

1. ***Meets regulatory requirements*** Be an active Member of OMREB and have a minimum of 5 years of experience as a real estate licensee
2. ***Ethical*** Demonstrates integrity and high ethical standards at all times
3. ***Competent*** Effectively applies knowledge, experience, skills and expertise to professional conduct issues confronting OMREB
4. ***Respectful*** Able to work with people with different perspectives, values, backgrounds, education levels, etc.
5. ***Respect for the process*** Engages actively in the decision-making process and supports PCC decisions in a positive manner once they are made
6. ***Focuses on the greater good*** Acts in the best interests of OMREB and not in his/her best interests or in the best interests of a special interest group or constituency
7. ***Punctual*** Arrives prepared, on time and ready to discuss key issues in a meaningful way
8. ***Open-minded*** Listens actively to others with a view to understanding their points of view
9. ***Confidentiality*** Maintains confidentiality about all matters that are considered in closed meetings

Additional “Desired” PCC member competencies:

10. ***Thinks outside the box*** Brings innovative thinking to issues before the PCC
11. ***Organized*** Evidences thorough preparation for meetings and expresses opinions in a clear, logical manner
12. ***Devil’s advocate*** Exercises independent judgment and is willing to take a conflicting view. Raises tough questions in a manner that encourages candid discussion

SECTION 13 – PROFESSIONAL CONDUCT COMMITTEE RULES

Approved: October 2018 - Revised Dec 12th, 2019

PROFESSIONAL CONDUCT COMMITTEE RULES

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Definitions

1. The definitions in OMREB's Bylaws apply in these Rules.

Composition and Criteria

2. Committee members shall maintain the confidentiality of all deliberations and the privacy of corporate records, materials and information not generally available to the public.
3. The Professional Conduct Committee Selection Committee Terms of Reference (PCC SC TORs) apply to the Chair's submission of names to the Board.
4. The Chair shall annually prepare a report on Committee activities and submit it to the Board; the Chair shall also do so on request, including on the following:
 - a. issues that would be of interest to, or need to be considered by, the Board and related recommendations; and
 - b. the Committee's confirmation that they have reviewed these Rules and the details of any amendments that the Committee is recommending.
5. The Chair shall appoint a vice-chair, to whom the Chair may assign duties and responsibilities in order to facilitate succession planning.
6. The Chair sets the training schedule for Committee members and identifies which sessions are compulsory.

Informal Resolution

7. Managing Brokers are required to contact the Managing Broker on the other side of a complaint as soon as they become aware of the complaint and attempt to informally resolve it.
8. Managing Brokers are required to contact Staff as soon as they become aware of a complaint and describe in writing their attempts to informally resolve it.
9. When Staff are attempting to informally resolve complaints, they shall
 - a. remind all Managing Brokers involved in the complaint that they are responsible for their brokerages; and
 - b. contact the Complainant and Respondent in order to understand the complaint.

Complaints

10. Staff will review complaints to determine whether they may be closed administratively, including in the following circumstances:
 - a. OMREB has no jurisdiction over the matter;
 - b. the complaint has been resolved informally; and
 - c. the complaint has been withdrawn.
11. If Staff do not resolve a complaint informally or close it administratively, Staff provide a copy of the complaint to the Respondent and advise them to provide a typed response within 14 days, including the following:
 - a. an electronic copy of the broker's complete file for the relevant transaction; and
 - b. copies of any other document relevant to the complaint.
12. If a Member's response to a complaint contains a cross-complaint that potentially contains a serious breach of *The REALTOR® Code*, or the Association Bylaws or Regulations, the response may be forwarded to the Complainant with the following:
 - a. a request for a typed response within 14 days and copies of any additional documents relevant to the complaint; and
 - b. a notice stating: **Take notice that the Okanagan Mainline Real Estate Board considers the attached response of [insert Respondent's name] to your complaint of [insert date] to be a formal complaint against you with respect to your conduct as a Member of OMREB and requires a typewritten response within 14 days.**

Investigations

13. A serious breach includes one that involves deceit, dishonesty, blatant and intentional disregard for OMREB's rules or a complete lack of understanding of the rules.
14. In deciding to investigate a complaint, the Investigative Panel may appoint 2 or more of its members to inquire into the complaint and prepare a report describing their recommendations. Any interviews as a result of the investigation cannot be recorded by anyone (PCC, the complainant, respondent(s) or any witnesses, etc.) In addition, the Investigative Panel cannot accept and/or use recorded conversations as evidence. The

investigative research is confidential, not admissible as evidence in any subsequent proceeding and not to be provided to the Respondent. In doing so, their powers include the following:

- a. requiring a Member to attend as a witness, produce all relevant documents and answer under oath all questions in relation to the subject matter of the inquiry; and
- b. charging the Respondent's Managing Broker at the time of the alleged breach with the same or other breaches, in which case that Managing Broker becomes a named Respondent.

(Revised 12/12/2019)

15. Members shall comply with any directions made under Rule 14.

16. In deciding to dispose of a complaint informally, the Investigative Panel may issue a letter of caution or hold an informal appearance, being a meeting with a Member at which the Investigative Panel has no authority to impose a penalty. A letter of caution, informal appearance or other informal resolution is not to be reflected in the Member's OMREB file.

17. In deciding to propose a consent to discipline, the Investigative Panel may include the following:

- a. any penalty that may be imposed under section 16 of Appendix A to the Bylaws;
- b. education is to be at the Respondent's expense and without credit for BCREA's Professional Development Program (PDP) purposes;
- c. a corresponding disciplinary report is to be published to OMREB members immediately after the consent to discipline is signed;
- d. if the Respondent signs the consent to discipline acknowledging the breaches, the consent to discipline is to be placed in their OMREB file and published to all OMREB members;
- e. if the Respondent does not sign the consent to discipline, then a Notice of Hearing is to be issued; and
- f. if the Respondent signs the consent to discipline and does not comply with its requirements, then a Notice of Hearing as to penalty is to be issued.

18. If a Respondent is involved in an OMREB arbitration proceeding based on the same facts and circumstances as the complaint, the arbitration is to be conducted first.

19. If a Respondent is involved in a criminal prosecution based on the same facts and circumstances, the Committee may continue dealing with the complaint or wait for the outcome of the prosecution. Before deciding, the Committee is to consider any submission of the Respondent.

20. If the Respondent is a party to civil litigation or a proceeding before the Real Estate Council of BC (RECBC) based on the same facts and circumstances, the Committee may continue dealing with the complaint or wait for the outcome of the other proceeding. Before deciding, the Committee is to consider any submission of the Respondent.

21. Questions are decided by simple majority of members present.

22. The Investigative Panel may use the disciplinary information contained in a Respondent's membership file in its consideration of the complaint.

Hearings

23. A Hearing Panel consists of at least 3 Committee members, including one who is designated as Chair.
24. A Notice of Hearing may contain the following:
 - a. the provisions of the Bylaws or Regulations that are alleged to have been breached;
 - b. the particulars of the complaint or the matter to be inquired into;
 - c. the possible penalties;
 - d. a requirement that the Respondent attend;
 - e. a requirement that the Respondent's Managing Broker attend;
 - f. a requirement that the Respondent produce documents before or at the Hearing;
 - g. the names of the Hearing Panel members, including the Chair;
 - h. the Respondent's right to challenge the appointment of a Hearing Panel member; and
 - i. the Respondent's right to agree to the proposed consent to discipline.
25. The Hearing is to be conducted in accordance with the following procedures:
 - a. The Hearing is recorded.
 - b. Evidence is given under oath or by affirmation.
 - c. After calling the Hearing to order, the Chair reads the allegations, asks all present to identify themselves and inquires as to whether the Respondent objects to the inclusion of any member of the Hearing Panel or to the jurisdiction of the Hearing Panel to proceed.
 - d. Counsel for OMREB makes opening comments as to the nature of the complaint and the issues to be considered by the Hearing Panel.
 - e. The Respondent may make opening comments before or after Counsel for OMREB has presented OMREB's case.
 - f. Counsel for OMREB enters any documents or exhibits.
 - g. Counsel for OMREB calls witnesses and presents OMREB's evidence.
 - h. The Respondent calls witnesses, enters any documents or exhibits and presents their evidence.
 - i. At the close of each witness's testimony, they are subject to cross-examination, re-examination and questioning by the Panel.
 - j. Counsel for OMREB makes final submissions as to what conclusions might properly be drawn from the evidence; the Respondent may also do so.
 - k. The Chair announces the close of the Hearing.
 - l. The Panel deliberates and makes a decision as to whether there was any wrongdoing by the Respondent.
 - m. The Panel's actions are not bound by strict rules of evidence.
 - n. The Panel bases their decision solely upon the evidence adduced at the Hearing.
 - o. The Panel may use the disciplinary penalties contained in a Respondent's membership file for the purposes of determining the penalty.
26. The Chair of the Panel provides the decision of the Hearing Panel to Staff, who forward it to the Respondent.

Appeals

27. The Appellant has the right to challenge the appointment of an Appeal Panel member by submitting written notice at least 10 days prior to the hearing outlining the reason(s) for the challenge. If the CEO rules in favor of the challenge, Staff shall appoint an alternate.
28. The Appeal Hearing is to be conducted in accordance with the following procedures:
 - a. The Appeal Hearing is recorded.
 - b. The Chair calls the Appeal Hearing to order.
 - c. The Appellant makes submissions.
 - d. Counsel for OMREB makes submissions.
 - e. The Appellant makes reply submissions to anything new arising out of the submissions by Counsel for OMREB.
 - f. The Appeal Panel asks questions throughout.
 - g. The Chair announces the close of the Appeal Hearing.
 - h. The Appeal Panel makes a decision.
29. The Chair provides the decision of the Appeal Panel to Staff, who forward it to the Appellant.

General

30. If a Hearing Panel or Appeal Panel imposes a fine or costs on a Member, the Managing Broker of their current office is primarily responsible for collecting and remitting the amounts on behalf of the Member. The Managing Broker is not to be forced to pay them on behalf of the Respondent.
31. If a Hearing Panel imposes a penalty for a disciplinary breach on a Member or an Appeal Panel decision results in such a penalty being imposed, a disciplinary report is to be published to all Members.
32. In the event an OMREB Appellant chooses to pursue Court action, the OMREB case is 'stayed' pending the court's decision.

(Added 12/12/2019)